# Kansas Department of Health and Environment

## Watershed Management General Grant Conditions

March 1, 2006

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#### 1. Grant Disbursement

- A. General Disbursement -- In general, Section 319 grants will be provided 20% of the total grant amount in advance. The remainder will be paid on a reimbursement basis based upon expenditures reported on the quarterly Affidavit of Expenditures and Nonfederal Contributions report. KDHE will pay the final 10% of NPS grants upon acceptance of the cooperator's project completion report. Clean Water Neighbor Mini-Grants will receive an advance payment of 80% of the total grant amount with the remaining 20% paid upon acceptance of the cooperator's project completion report. (See Item 1-B).
  - 1. Advance payment of 20% of the total grant amount will be initiated by KDHE upon receipt of the properly signed grant agreement.
  - 2. The cooperator will submit reimbursement requests on an "Affidavit of Project Expenditures and Nonfederal Contributions." An affidavit will be submitted for each three-month period as required by the Grant Agreement. Cooperators must submit requests for reimbursement using the affidavit form available on the Kansas Clean Water website at <a href="http://kcw.kdhe.state.ks.us">http://kcw.kdhe.state.ks.us</a>.
  - 3. Reimbursement will be made as requested provided the cooperator's cumulative contributions of nonfederal contributions are in line with the amount required as determined by the following formula: CNFRC = ((CGE)/.6)\*.4

CNFRC = Cumulative Nonfederal Resource Contribution.

CGE = Cumulative Grant Expenditures.

It is not necessary that the cumulative nonfederal resource contribution be exactly as required based upon the expenditures. However, cooperators should try to meet their match requirements as the projects progresses, so that the match does not fall short at the end of the project. At the end of the project, the nonfederal resource contributions must equal or exceed the 40% requirement. Final payment will be reduced if nonfederal contributions do not meet the 40% requirement.

4. KDHE will reserve disbursement of 10% of the total grant amount until such time as the cooperator has submitted a final completion report (See

- Item 3). An Affidavit of Project Expenditures and Nonfederal Contributions is also required for the final three-month period.
- Payment may be withheld if project status reports are not submitted in a timely manner or if project requirements and objectives set out by the Project Implementation Plan are not being met.
- 6. Affidavit of Project Expenditures and Nonfederal Contributions. This form must be submitted through the Kansas Clean Water website. All expenditures must be in compliance with the budget submitted with the Project Implementation Plan. Purchases over \$500 not in accordance with the submitted budget must receive advance approval from KDHE.
  - a. The Personnel category includes all wages and salaries paid to individuals for work on this project. It also includes the value of volunteer or contributed effort towards this project, including the direct salaries and wages paid or contributed but not the cost of fringe benefits for those individuals. This category does not include contract personnel. The costs of contract personnel should be included under Contractual Services.
  - b. Fringe Benefits includes the cost of employer paid payroll taxes and benefits provided for employees. For volunteer's include the cost of fringe benefits usually provided by the cooperating organization to their employees.
  - c. Travel includes all costs associated with travel for this project. This would include mileage reimbursement (but not their salary while traveling); meals and lodging expenses or per diem expenses; parking and toll costs; and other expenses paid to persons who incurred travel costs in support of this project.
  - d. Supplies includes all costs of consumable supplies purchased and utilized in support of this project.
  - e. Equipment means any item purchased with a useful life in excess of one year and a <u>per unit cost of \$5,000 or more</u>. For equipment purchases, please provide a copy of the invoice with the make, model, and serial number of the item purchased. See item 15 on the disposition of equipment at the termination of the grant.

- f. Contractual Services includes services provided by contract (written or unwritten) between the cooperator and service provider.
- g. Other includes any expenses not included elsewhere.
- 8. Do not send copies of receipts with the affidavits, except for equipment purchases. Receipts should be retained in the cooperator's files for possible future audits.
- 9. Payments in excess of the amount expended can be made under special conditions. If a large expense to the grant is expected in the next quarter, the cooperator can request payment in advance of the expense by explaining the situation and provided the expense is in the project implementation plan (PIP) budget.
- B. Special disbursement condition for Clean Water Neighbor Mini-grants:
  - 1. Advance payment will be 80% of the total grant amount will be initiated upon receipt of the properly signed grant agreement.
  - 2. The remaining 20% will be disbursed as follows:
    - a. Upon KDHE approval of a project completion report.
    - KDHE receipt of the Affidavit of Project Expenditures and Nonfederal Contributions documenting that actual total nonfederal contributed resources (CNFRC) equals or exceeded the following amount:

CNFRC = (Grant Amount/.6)-Grant Amount

## 2. Project Status Reports

In addition to any project performance reports stipulated in the project implementation plan, the cooperator will submit project status reports, through the Kansas Clean Water website, not later than 15 days after the end of each three-month period according to the following schedule irrespective of the starting date of the grant, even if no activity or expenditures have occurred:

Period CoverReport DueJanuary 1 to March 31April 15April 1 to June 30July 15

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July 1 to September 30 October 15 October 1 to December 31 January 15

If the cooperator has entered into sub-agreements for completion of work under this grant, the cooperator will secure appropriate project status reports from the sub-agreement vendor and include said reports with the cooperator's report.

- A. The project status report will include (1) the expected or scheduled accomplishments for the reporting period as set out by the approved project implementation plan, (2) the actual accomplishments for the reporting period, and (3) an assessment of project progress.
- B. The assessment will indicate whether or not the project is on schedule. If the project is behind schedule, the cooperator will describe the actions to be taken to correct the deficiency in the project status or justify why achievement of the task is not feasible.
- C. The format for project status reports is provided on the Kansas Clean Waters website.
- D. Additional reporting requirements may be specified in the project implementation plan and the Special Conditions of the Grant Agreement.

## 3. Project Period Completion Report

The Cooperator will submit a completion report to KDHE for the grant period upon completion of the project. The completion report is due 30 days after the end of the project period.

- A. The completion report will provide a complete evaluation of project accomplishments consisting of the project goals, objectives, tasks, and work products as set out in the project implementation plan, including any amendments, and a statement of the extent the goals were achieved. For goals not achieved, the cooperator will provide an explanation of why the goal was not achieved.
- B. Assess the overall water quality protection accomplishments of the plan by providing (1) an estimate of remaining nonpoint source water quality protection needs of the project area; (2) the cooperator's plans for addressing these needs; and (3) a cost estimate to address these needs.
- C. A discussion of lessons learned from the project.

- D. A final and complete accounting of all project expenditures including grant funds and contributed nonfederal resources for the grant period will be provided. Format should be similar to that used for the quarterly reports. This report does not replace the last quarterly Affidavit of Project Expenditures and Nonfederal Contributions report.
- E. A listing of any consumable supplies remaining at the project ending date and all equipment purchased entirely or partially with grant funds and an estimate of the value of the equipment. If the cooperator would like to retain the equipment, include a statement of future plans for the equipment and a certification that the equipment will be used for future water quality activities.
- F. An enumeration of all work products produced during the course of the project. A copy of each work product will be attached as an appendix to the report. If available, include photographs of the site taken before and after the project. Photographs can be submitted in digital form, contact the KDHE project officer for specific information.
- G. Submit one unbound copy suitable for reproduction and four bound copies. The final report should be submitted as an email attachment in either MS Word/Excel or Corel WordPerfect/ Quattro Pro formats. Work products may have to be submitted in addition to the electronic report.

## 4. Authorized Expenditures

The expenditures set out in the project budget included in the approved Project Implementation Plan are authorized without additional review or approval. In the event the cooperator wishes to purchase a good or service not identified in the approved project budget costing more than \$500, the cooperator will make a written request to KDHE for authorization for the purchase. All expenditures must comply with the cost principles of OMB Circular A-87.

## 5. Procurement

When securing goods and services needed to execute the project, the cooperator will secure the good or service at the least possible cost to the project through competitive bidding or comparison shopping. At a minimum at least three cost estimates will be secured. Documentation of procurement efforts will be retained by the cooperator and be available for review by KDHE, the U. S. Environmental Protection Agency, Kansas Legislative Post Audit, or other individuals or organizations authorized by the Kansas Department of Health and Environment.

#### 6. Accounting

The cooperator will establish and maintain an accounting system that meets the requirements of generally accepted accounting principles for the recording and reporting of receipts, disbursements, and the maintenance of asset and liability balances and adequate internal control.

#### 7. Records Retention

The cooperator will retain financial and programmatic records, supporting documents, and statistical records for three years from the latter of: (1) the date the project completion report is submitted, or (2) the date of any final resolution of any issues arising from litigation, claims, negotiation, audit, or other action involving the project.

#### 8. Access to Records

The cooperator will afford access, upon written request, to representatives of the Secretary of Health and Environment or Kansas Division of Legislative Post Audit to any cooperator's documents and other records necessary to verify compliance with state agency grant award agreements, Kansas or Federal statutes, and Federal Grant regulations.

#### 9. Project Revenues

The cooperator will identify, record, and report any revenues received related to this project. The cooperator will retain such income to be used to further the objectives of the project. Any sale of a work product produced through efforts of this grant shall be identified in the Project Implementation Plan approved by KDHE. Any such income received during the grant period may be used as nonfederal contributed resources (i.e. matching funds). If revenues are received after the project, the cooperator is not required to report those revenues to KDHE, but will continue to utilize the funds to further the objectives of the project and will maintain records indicating such.

## 10. Acknowledgments

Subject to the conditions listed below, the cooperator will include the appropriate acknowledgment statement in all reports and publications, correspondence, press releases, and presentations.

A. In the event the project receives EPA Section 319 grant funding:

"The Kansas Department of Health and Environment has provided financial assistance to this project through EPA Section 319 Nonpoint Source Pollution Control Grant # (see signature page for grant number)."

B. In the event the project receives Kansas State Water Plan – Nonpoint Source Technical Assistance funds:

"This project is made possible all or in part through financial assistance provided by the State Water Plan Fund through a grant agreement with the Kansas Department of Health and Environment."

C. In the event the project receives funds from both EPA-Section 319 grant and Kansas State Water Plan fund, the cooperator will include both acknowledgments #1 and #2.

## 11. Project Signs

Where appropriate, the cooperator will post signs at demonstration sites with or contributing toward the completion of the grant-funded project. The signs will be worded in a manner which will (1) make the general public aware of the project, (2) to acknowledge the contributions of the Kansas Department of Health and Environment and the U. S. Environmental Protection Agency and (3) to identify the water quality protection practice or activity being demonstrated.

- A. Signs will be posted at initiation of the activity or practice being demonstrated and maintained for at least 90 days following completion of the activity.
- B. Signs will be of a size and location to maximize viewing from a public roadway.
- C. Signs must include the following information:

Funded in part by
U. S. EPA SECTION 319 GRANT
Provided by
KANSAS DEPT OF HEALTH AND ENVIRONMENT

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- D. The information stipulated above will be located in an area equal to 20 percent of the sign's vertical dimension and equal to 50 percent of the sign's horizontal dimensions. Lettering will be of sufficient size to fill the area established by these dimensions. Below is a sample sign layout.
- E. With each project status report submitted to KDHE, the cooperator will identify locations where signs have been placed or removed and the name of demonstration project cooperator.
- F. The cooperator will include in the project completion report a map illustrating locations where signs were placed and the duration of time the sign was in place.

## Hillsdale Lake Water Quality Protection Project

Livestock Pollution Control Demonstration Local Cooperator: Tom Cleanwater

Project Purpose: This project is intended to demonstrate cost effective and efficient techniques for the collection, storage, treatment, and use of livestock Wastes. These practices allow farmers to recapture nutrients as part of regular farm practices. Such use of livestock wastes is intended to increase the economic efficiency of individual farms and avoid impairment to the quality of water resources of the Hillsdale Watershed and Lake

Local Cooperators: Hillsdale Citizen's Management Committee, Johnson County Commission, Johnson County Conservation District, Kansas Water Office, State Conservation Commission, Lake Region Resource Conservation and Development Agency, and Natural Resource Conservation Service.

Funded in part by U. S. EPA SECTION 319 GRANT

G. The cooperator will be responsible for determining the placement of signs complies with road right-of-way restrictions and any local regulations related to the placement of signs.

## 12. Unspent Grant Funds

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Any unspent grant funds remaining at the end of the project period will be returned to KDHE unless KDHE has approved an extension to the grant period and a revised project implementation plan.

### 13. Amendments to Project Implementation Plan

All work performed under this grant will be performed in accordance with the approved project implementation plan. Any deviations from the approved project implementation plan will be requested in writing, and approved by KDHE, prior to the cooperator acting on the deviation. Request for deviation should be submitted 60 days in advance of the date the deviation will be acted upon.

## 14. Correspondence and Reporting

All quarterly reports and affidavits for reimbursement shall be submitted through the Kansas Clean Water website (<a href="www.kcw.kdhe.state.ks.us">www.kcw.kdhe.state.ks.us</a>). Contact the project officer for the submission of email. Documents and other communications which can not be submitted electronically should be addressed as follows:

KDHE Bureau of Water Watershed Management Section 1000 SW Jackson St., Suite 420 Topeka, KS 66612-1367

## 15. Durable Equipment

Equipment is defined as items <u>purchased</u> with a useful life longer than one year and costing \$5,000 or more per unit, unless the project implementation plan specifies another definition of equipment. Any equipment purchased with grant funds having value at the conclusion of the project may be retained by the cooperator and used to further implement nonpoint source pollution control measures. In the event the cooperator wishes to retain the equipment, but does not wish to use the equipment for further nonpoint source pollution control purposes, KDHE will be reimbursed for the grant's share of the residual value of the equipment. In the event the cooperator does not complete the project, all equipment purchased for the project through grants funds will be returned to KDHE.

### 16. Notification of Project Meetings and Activities

The cooperator will provide KDHE project officer written notices of project meetings, workshops, and other activities sufficiently in advance so the KDHE project officer has reasonable time to arrange to attend. Thirty days is usually sufficient notice. Representatives of KDHE may, at KDHE's discretion, attend project meetings and activities.

## 17. Assignment

This grant agreement, nor the subject matter thereof, nor any portion thereof may be sold, transferred, or assigned in any manner by the cooperator without first obtaining written permission from KDHE.

#### 18. Sub-agreements

Prior to entering into a sub-agreement financed with grant funds not identified in the approved project implementation plan, the cooperator will secure written approval from KDHE.

### 19. KDHE Consultation and Technical Assistance

KDHE consultation and technical assistance may be obtained by contacting the KDHE project officer.

#### 20. Audit

All cooperative projects receiving financial assistance from KDHE will have an annual audit performed by an outside independent auditor.

- A. One copy of the audit report will be submitted to KDHE within 30 days after the receipt of the auditor's final report.
- B. A cooperator expending \$25,000 or more in funds from KDHE during a fiscal year will have an audit performed in accordance with American Institute of Certified Public Accountants (AICPA) guidelines for their type of organization and submit a copy of the audit report within 30 days of receipt. A cooperator expending \$300,000 or more in Federal funds, direct or pass-through, will obtain an audit in compliance with OMB Circular No. A-133, *Audits of States, Local Governments, and Non-Profit Organizations* and will submit one copy of the audit report to KDHE within 12 months after the end of the cooperator's fiscal year.
- C. For cooperators expending \$25,000 or less in funds from KDHE during a fiscal year the submission of an audit report is not required. The cooperator must retain

- project records for at least three years after termination of the project. KDHE, Kansas Legislative Division of Post Audit, and/or EPA personnel may conduct onsite project reviews during this time.
- D. Special audit requirements for projects sponsored by County Conservation Districts. The County Conservation District shall comply with the audit requirements established by the State Conservation Commission as contained in the Kansas Conservation District Handbook and other publications that may be issued by the State Conservation Commission.
- E. If the cooperator must perform an audit for some other purpose not related to this project, the cooperator may submit the specifications of the alternative audit procedures to KDHE to determine if the procedures will satisfy the intents and purposes of audits required for this grant.
- F. The costs of audits are allowable expenses. Generally, the percentage of costs charged to Federal awards (including Section 319 grants provided by KDHE) shall not exceed the percentage derived by dividing Federal funds expended by total funds expended during the fiscal year. This percentage may be exceeded only if appropriate documentation demonstrated higher actual costs. Audit expenses not billable to a federal grant can be included as Contributed Resources, as applicable.

#### 21. Use of Project Data and Work Products

The cooperator will provide KDHE with a copy of all water quality data, survey data, or other statistical information, fact sheets, work products, etc., obtained under this grant, in paper as well as electronic format, if available. KDHE may use the data and other information produced through this project for succeeding reports, publications, or other purposes without notice or additional payment.

## 22. Project Meeting

No expenditures are authorized until the cooperator's contact person and/or the person primarily responsibility for the project activities attends a meeting with representatives of KDHE Watershed Management Section. The purpose of the meeting is to review the project implementation plan and the general grant conditions to insure that the requirements of the grant are fully understood. This meeting will be arranged at a time and location convenient to all parties.

#### 23. Valuation of Volunteer Services

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Volunteer services provided to a cooperator will be valued at rates consistent with those ordinarily paid for similar work by the cooperator. If the cooperator does not employ individuals in this type of work the services will be valued at rates paid for similar work in the same labor market. A reasonable amount for fringe benefits may be included in the rate. Cooperators should document how the rate for volunteers was determined and retain it with other project information.

#### 24. Operation and Maintenance

The recipient will assure continued proper operation and maintenance of all nonpoint source management practices that have been implemented for projects funded under this agreement. Such practices shall be operated and maintained for an appropriate number of years in accordance with commonly accepted standards. The recipient shall include a provision in every applicable sub-agreement (sub-grant or contract) awarded under this agreement requiring that the management practices for the project be properly operated and maintained.

#### 25. Food Purchases

Purchases of food and refreshments charged to grant funds are allowed under certain conditions. The meal must be an essential part of the project, such as a working lunch or dinner. Suggested allowable expenses are:

Refreshments	\$ 3.00 per person	Lunch	\$ 8.25 per person
Breakfast	\$ 7.25 per person	Dinner	\$15.50 per person

The necessity of a meal purchased from grant funds must be fully documented in the project implementation plan and reported in the quarterly report. Examples of acceptable instances of where meals can be provided are: 1) The event occurs at an isolated location and no other meal services are available; 2) Meal is provided to assure that an all day meeting can stay on-schedule; 3) Meal time is used as part of a continuing activity such as speaker addressing water quality or nonpoint source pollution control topics; 4) Meal time is used for small group breakout discussion for a specific topic or assignment given prior to the meal. Results of the breakout discussion are reported back to the larger group and documented with the meeting proceedings; 5) Use of meal time is the optimum time to convene certain stakeholders (farmers, teachers, etc.) and meal is essential to assure participation.

Project cooperators are strongly encouraged to find local stakeholders willing to donate part or all of the cost of meals or refreshments.

### 26. KELP Nominations

For each grant received, cooperators are required to nominate at least one person to participate in the Kansas Environmental Leadership Program (KLEP). Costs associated with KELP participation may either be paid from grant funds or counted as matching contributions to the project if paid from non-federal sources. Nominations may be submitted at any time. Contact the KDHE project officer for nomination procedures. Nominees selected for KELP participation will be notified of their selection and the dates and locations of the classes.

#### 27. Mileage Reimbursement

Mileage reimbursed from the grant or counted as match can not be greater than the mileage rate established for the State of Kansas by the Department of Administration. That rate is currently \$0.40 per mile by the most direct route. This rate is updated annually. Contact the KDHE project officer for the current rate.

#### 28. Financial Resources

The recipient will be expected to have available financial resources to allow activity to continue for approximately four months while awaiting payments from KDHE.

#### 29. EPA Grant Conditions

In the event funds for this grant originate from a grant to KDHE from the EPA, this project is also subject to the following conditions:

- 1. In accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the recipient agrees that it will not use project funds, including the Federal and non-Federal share, to engage in lobbying the Federal Government or in litigation against the United states.
- 2. Recipient agrees to comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, effective December 23, 1989.

March 1,

Recipient acknowledges that if any expenditure is made as prohibited by the Act, that they will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Recipient further acknowledges that failure to file or amend the disclosure form, if required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Recipient also agrees to include in all solicitation documents the following:

"Sub recipients who request or receive from the grant recipient a subgrant, contract, or subcontract exceeding \$100,000, at any tier under a federal grant shall comply with the Anti-Lobbying Act, Section 319 or Public Law 101-121, and file an Anti-Lobbying Certification form, and the Disclosure of Lobbying Activities form, if required, to the next tier above."

- 3. Recipient agrees to comply with Federal Register, Volume 53, No. 102, dated May 26, 1988, Debarment and Suspension Under EPA, Assistance, Loan and Benefit Programs, which requires all solicitations for sub-agreements to include the following statement: "The prospective participants must certify by submittal of EPA Form 5700-49, Certification regarding Debarment, Suspension and Other Responsibility Matters, that to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment ineligible or voluntarily excluded from covered transactions by any Federal department or agency."

  The Recipient acknowledges that doing business with any party appearing on the non-procurement portion of the "List of Parties Excluded from Federal Procurement Programs" may result in disallowance of costs under this agreement and may also result in suspension or debarment.
- 4. Recipient agrees to ensure that all space for conferences, meeting, conventions or training funded in whole or in part with these grant funds will comply with the Hotel and Motel Fire Safety Act of 1990, if applicable.
- 5. Recipient agrees that if indirect costs are authorized in this award they will be charged at the approved indirect rate for the year in which the funds are actually expended and in accordance with the negotiated indirect cost agreement.
- 6. The Recipient agrees to comply with the requirements for EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements:

(a) Except as otherwise provided, the recipient accepts the applicable FY 1999 Minority Business Enterprise (MBE)/Women's Business Enterprise (WBE) "fair share" goals/objectives negotiated with EPA by the Kansas Department of Health and Environment as follows:

Supplies Equipment	MBE 0.8% 1.2%	WBE 4.1% 3.9%
Services	5.6%	3.5%
Construction	4.1%	6.9%

- (b) The recipient agrees to ensure, to the fullest extent possible, that at least the applicable "fair share" objectives of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and Historically Black Colleges and Universities.
- (c) The recipient agrees to include in its bid documents the applicable "fair share" objectives of Federal funds and require all of its prime contractors to include in their bid documents for subcontracts the negotiated "fair share" percentages.
- (d) The recipient agrees to follow the six affirmative steps stated in 40 CFR 30.44(b), 40 CFR 31.36(e), or 40 CFR 35.6580, as appropriate, and retain records documenting compliance.
- (e) The recipient agrees to submit an EPA form 5700-52A "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements, "beginning with the Federal fiscal year quarter the recipient receives the award and continuing until the project is completed. These reports must be submitted to the EPA MBE/WBE Coordinator, within 30 days of the end of the Federal fiscal quarter (January 30, April 30, July 30, and October 30). For assistance awards for continuing environment programs, and assistance awards with institutions of higher education, hospitals and other non-profit organizations, the recipient agrees to submit and EPA form 5700-52A to the EPA, MBE/WBE Coordinator, by October 30 of each year.
- (f) If race and/or gender neutral efforts prove inadequate to achieve a "fair share" objective, the recipient agrees to notify EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the "fair share" objective.

- (g) Non-governmental recipients that wish to negotiate their own FY 1999 MBE/WBE goals must submit proposed MBE/WBE goals based on an availability analysis, or, at their option, a disparity study, of qualified MBEs and WBEs to do the work in the relevant market for construction, equipment, services, and supplies. The recipient agrees to submit proposed "fair share" objectives, together with the supporting availability analysis or disparity study, to the EPA MBE/WBE Coordinator, within 30 days of award. EPA will conclude "fair share" negotiations within 30 days of receiving the submission. Once EPA approves the objectives, the recipient agrees to apply them in accordance with paragraphs (b)-(f).
- (h) EPA may take corrective action under 40 CFR Parts 30, 31, and 35, as appropriate, if the recipient fails to comply with these terms and conditions.
- 7. Any state or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 7.SC. 6962. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA). Current guidelines are contained in 40 CFR 247-254. State and local recipients and sub-recipients of grants, loans, cooperative agreements, or other instruments funded by appropriated Federal funds shall give preference in procurement programs to the purchase of recycled products pursuant to the EPA guidelines.
- 8. Recipient agrees, pursuant to EPA Order 1000.25, dated January 24, 1990, to use recycled paper for all reports which are prepared as a part of this assistance award and delivered to the Agency.

### 30. Contractual Provisions of DA 146a

The Contractual Provision Attachment Form DA-146a (Rev 1-01) is attached and made a part of this agreement by reference.